

REMARKS

By this Amendment, Applicants add new claims 55-62. Claims 31-62 are now pending in this application.

In the Final Office Action,¹ the Examiner rejected claims 31-54 under 35 U.S.C. § 103(a) as being unpatentable over Goerke et al., Employee Stock Plans Interface 1.0 Recommendation, October 7, 2002 (“Goerke”) in view of U.S. Patent No. 6,980,963 to Hanzek (“Hanzek”).

I. Rejection of Claims 31-54 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 31-54 under 35 U.S.C. § 103(a) as being unpatentable over *Goerke* in view of *Hanzek*. A *prima facie* case of obviousness has not been established.

“The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. . . . [R]ejections on obviousness cannot be sustained with mere conclusory statements.” M.P.E.P. § 2142, 8th Ed., Rev. 6 (Sept. 2007) (internal citation and inner quotation omitted). “The mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art.” M.P.E.P. § 2143.01(III) (emphasis in original). “In determining the differences between the prior art and the claims, the question under 35 U.S.C. 103 is

¹ The Final Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Final Office Action.

not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious. M.P.E.P. § 2141.02(I) (emphases in original).

A *prima facie* case of obviousness has not been established because the Examiner has failed to clearly articulated a reason why the prior art would have rendered the claimed invention obvious to one of ordinary skill in the art.

Independent claim 31 calls for a combination of features including, for example, “extracting, at a predetermined time, valid content data from the updated record, the valid content data corresponding to content data having a validity period including the predetermined time.”

The Examiner alleges that *Goerke* discloses this feature of claim 31, stating that the “terms of the grant such as vesting or expiration [in *Goerke*] is equivalent to Applicant’s ‘validity period including the predetermined time.’” Final Office Action, p. 5. The Examiner also alleges that “[b]ased on the Schema Diagram in p. 25, *Goerke et al.* discloses a validity period (represented by values of validFrom and validTo) associated with WorkLocation, which suggests that when a current work location information is requested at the current time, the work location information extracted must have the validity period including the current time.” Final Office Action, p. 3 (emphasis added). The Examiner’s allegations are incorrect.

Goerke discloses, “[t]he Company sends the Administrator and/or Broker all plan design information needed to set up and administer the plan correctly.” *Goerke*, p. 14, section 2.2.2 (emphasis added). In *Goerke*, “StockPlan” component includes

“validFrom” and “validTo” date values defining “when shares of stock may . . . be granted, awarded, or issued.” *Goerke*, p. 21. Also, “BlackOutInformation” component includes “validFrom” and “validTo” date values defining when the stock cannot be sold. *Goerke*, p. 34. However, *Goerke* does not teach or suggest using “validFrom” and “validTo” date values as search or extraction criteria to limit the information sent to the recipient, as the Examiner alleges. On the contrary, *Goerke* discloses “transmit[ting] all exercise instructions to the Broker so the Broker knows when and how to exercise the options.” *Goerke*, p. 17, section 2.6. In other words, even if a StockPlan cannot be exercised when the information is requested because “validFrom” and “validTo” date values designate a time period in the future, the StockPlan is still sent to the Broker so that the Broker knows when in the future he may exercise the stock option.

Other components in *Goerke*, such as “WorkLocation” and “TaxInfo,” have “validFrom” and “validTo” date values associated as well. However, as discussed above, *Goerke* fails to teach or suggest that data extraction is based on “validFrom” and “validTo” date values. Therefore, nothing in *Goerke* supports the Examiner’s statement that the information extracted must include only data whose validity period includes the current time.

Goerke does disclose one way of limiting the data extracted and sent to the recipient. *Goerke* discloses that “a company always sends only data of such persons who are eligible and/or have elected to participate.” *Goerke*, p. 16, para. 3. Therefore, *Goerke* discloses extracting data based on eligibility and election to participate, not based on “a validity period including the predetermined time,” as recited in claim 31.

Moreover, *Hanzek* fails to cure the deficiencies of *Goerke*. That is, *Hanzek* also fails to teach or suggest “extracting . . . valid content data . . . having a validity period including the predetermined time,” as recited in claim 31. Nor does the Examiner contend that *Hanzek* teaches or suggests such elements.

To establish a *prima facie* case of obviousness, the Examiner must ascertain the differences between the claimed invention and the prior art. See M.P.E.P. § 2141(II). As demonstrated above, the Examiner has mischaracterized the prior art because the Examiner contends *Goerke* teaches “extracting . . . valid content data . . . having a validity period including the predetermined time,” which is incorrect. Since the Examiner has not properly ascertained the differences between the prior art and the claims, the Examiner has not clearly articulated a reason why one of ordinary skill would find the claimed combination obvious in view of the cited references.

For at least the reasons given above, the prior art, individually or in combination, fails to render obvious all the elements of claim 31. Accordingly, a *prima facie* case of obviousness has not been established for claim 31. Furthermore, independent claims 38, 45, and 52, although different in scope from claim 31, recite features similar to those of claim 31. Therefore, claims 38, 45, and 52 are also allowable over the prior art for at least reasons similar to those given above for claim 31. In addition, dependent claims 32-37, 39-44, 46-51, 53, and 54 are allowable over the prior art at least by virtue of their dependence from allowable base claims 31, 38, 45, and 52. Accordingly, Applicants respectfully request that the Examiner to reconsider and withdraw the rejection of claims 31-54 under 35 U.S.C. § 103(a).

New claims 55-62 are allowable over the cited prior art at least due to their dependence.

CONCLUSION

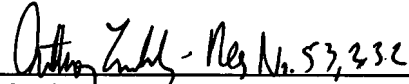
In view of the foregoing, Applicants respectfully request reconsideration of this application and the timely allowance of all pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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